

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
ESTATES OF SILVER RIDGE  
A FORT BEND COUNTY SUBDIVISION

## TABLE OF CONTENTS

	PAGE
<b>ARTICLE I DEFINITIONS .....</b>	<b>2</b>
Section 1.1 Annual Assessment(s).....	2
Section 1.2 Architectural Review Committee.....	2
Section 1.3 Architectural Guidelines.....	2
Section 1.4 Articles of Incorporation.....	2
Section 1.5 Association.....	2
Section 1.6 Assessment(s).....	2
Section 1.7 Board of Directors.....	2
Section 1.8 Builder.....	2
Section 1.9 Bylaws.....	2
Section 1.10 Common Area.....	2
Section 1.11 Declaration.....	3
Section 1.12 Declarant.....	3
Section 1.13 Dwelling Unit(s).....	3
Section 1.14 Improvement to Property.....	3
Section 1.15 Improvements.....	3
Section 1.16 Lake Area.....	3
Section 1.17 Lot(s).....	3
Section 1.18 Maintenance Fund.....	3
Section 1.19 Member(s).....	3
Section 1.20 Mortgage.....	4
Section 1.21 Mortgagee.....	4

Section 1.22	Notice of Hearing.....	4
Section 1.23	Owner(s).....	4
Section 1.24	Person(s).....	4
Section 1.25	Private Access Easement.....	4
Section 1.26	Private Access Easement Lots.....	4
Section 1.27	Plat(s).....	4
Section 1.28	Plans.....	4
Section 1.29	Property.....	4
Section 1.30	Reimbursement Assessment.....	4
Section 1.31	Restricted Reserve(s).....	4
Section 1.32	Rules and Regulations.....	5
Section 1.33	Special Assessment.....	5
Section 1.34	Subdivision.....	5
<b>ARTICLE II- ESTABLISHMENT OF GENERAL PLANS.....</b>		<b>5</b>
Section 2.1	General Plan and Declaration.....	5
Section 2.2	Equitable Servitudes.....	5
Section 2.3	Covenants Appurtenant.....	5
Section 2.4	Further Subdivision and Consolidation.....	5
<b>ARTICLE III- MANAGEMENT AND OPERATION OF SUBDIVISION.....</b>		<b>6</b>
Section 3.1	Management by Association.....	6
Section 3.2	Board of Directors.....	6
Section 3.3	Membership in Association.....	6
Section 3.4	Transfer of Membership Fees.....	7
Section 3.5	Voting Members.....	7

Section 3.6	Power to Adopt Rules and Regulations.....	7
Section 3.7	Power to Enforce Declarations, Rules and Regulations.....	7
Section 3.8	Actions in Good Faith.....	8
Section 3.9	Power to Grant Easements.....	8
Section 3.10	Books and Records.....	8
Section 3.11	Safety and Security in Subdivision.....	8
<b>ARTICLE IV- ARCHITECTURAL APPROVAL.....</b>		<b>9</b>
Section 4.1	Architectural Review Committee.....	9
Section 4.2	Approval of Improvements Required.....	9
Section 4.3	Address of Committee.....	9
Section 4.4	Submission of Plans.....	9
Section 4.5	Criteria for Approval.....	9
Section 4.6	Architectural Guidelines.....	10
Section 4.7	Decision of Committee.....	10
Section 4.8	Appeal to Association Board.....	10
Section 4.9	Failure of Committee to Act on Plans.....	10
Section 4.10	Prosecution of Work After Approval.....	11
Section 4.11	Notice of Completion.....	11
Section 4.12	Inspection of Work.....	11
Section 4.13	Notice of Non-Compliance.....	11
Section 4.14	Failure of Committee to Act After Notice of Completion.....	11
Section 4.15	Appeal to Board of Finding Non-Compliance.....	12
Section 4.16	Correction of Non-Compliance.....	12
Section 4.17	No Implied Waiver or Estoppel.....	12

Section 4.18	Power to Grant Variances.....	12
Section 4.19	Records and Action.....	13
Section 4.20	Estoppel Certificate.....	13
Section 4.21	Limitation of Liability.....	13
Section 4.22	Construction Period Exception.....	14
<b>ARTICLE V- ARCHITECTURAL RESTRICTIONS.....</b>		<b>14</b>
Section 5.1	Dwelling Unit Size.....	14
Section 5.2	Height and Character of Dwelling Unit.....	14
Section 5.3	Location of Dwelling Unit.....	14
Section 5.4	Exterior Materials.....	14
Section 5.5	Use of Temporary Structures.....	15
Section 5.6	Carports/Garages.....	15
Section 5.7	Driveways and Sidewalks.....	15
Section 5.8	Roofs.....	15
Section 5.9	Grass, Shrubbery and Landscaping.....	15
Section 5.10	Antennas, Satellite Dishes and Masts.....	15
Section 5.11	Flagpoles.....	16
Section 5.12	Exterior Lighting.....	16
Section 5.13	Sound Devices.....	16
Section 5.14	Window Treatment.....	16
Section 5.15	Air Conditioners.....	16
Section 5.16	Walls and Fences.....	16
Section 5.17	Disposal Unit Requirements.....	17
Section 5.18	Removal of Trash and Debris During Construction.....	17

Section 5.19	Excavation and Tree Removal.....	17
Section 5.20	Wind Generators.....	17
Section 5.21	Solar Collectors.....	17
Section 5.22	Lot and Improvement Maintenance.....	18
Section 5.23	Damage or Destruction of Improvements.....	18
Section 5.24	Garage Sales.....	18
Section 5.25	Holiday Decorations.....	18
Section 5.26	Utility Meters and HVC Equipment.....	18
Section 5.27	Recreational Facilities.....	19
Section 5.28	Drainage.....	19
Section 5.29	Private Utility Lines.....	19
Section 5.30	Sewage Disposal.....	19
Section 5.31	No-Fill Easement.....	19
<b>ARTICLE VI- USE RESTRICTIONS.....</b>		<b>19</b>
Section 6.1	General.....	19
Section 6.2	Single Family Residential Use.....	20
Section 6.3	Care Giving Facilities.....	20
Section 6.4	Vehicles.....	20
Section 6.5	No Noxious or Offensive Activity.....	21
Section 6.6	No Hazardous Activities.....	21
Section 6.7	Restrictions on Garbage and Trash.....	21
Section 6.8	Clothes Drying.....	21
Section 6.9	Animals.....	21
Section 6.10	Signs and Billboards.....	22

Section 6.11	Oil and Mining Operations.....	22
Section 6.12	Leasing.....	22
Section 6.13	Pools, Spas, and Hot Tubs.....	22
Section 6.14	Lake Ares.....	23
<b>ARTICLE VII- COVENANTS FOR ASSESSMENTS.....</b>		<b>23</b>
Section 7.1	Creation of the Lien and Personal Obligations for Assessments.....	23
Section 7.2	Purpose of Annual Assessments.....	23
Section 7.3	Maximum Annual Assessment.....	24
Section 7.4	Special Assessments.....	24
Section 7.5	Notice and Quorum for any Action Authorized Under Sec.7.4.....	24
Section 7.6	Uniform Rate of Assessment.....	24
Section 7.7	Date of Commencement and Determination of Annual Assessments...24	24
Section 7.8	Reimbursement of Assessments.....	24
Section 7.9	Estoppel Certificates.....	25
Section 7.10	Attribution of Payments.....	25
Section 7.11	Effect of Non-Payment of Assessments.....	25
Section 7.12	No Offsets.....	25
Section 7.13	Subordination of Lien to Mortgages.....	25
Section 7.14	Maintenance of an Improvements or Emergency Fund.....	26
<b>ARTICLE VIII- EASEMENTS AND UTILITIES.....</b>		<b>26</b>
Section 8.1	Title to Utility Lines.....	26
Section 8.2	Private Access Easement.....	26
Section 8.3	Emergency and Service Vehicles.....	26
Section 8.4	Association Easements.....	27

<b>ARTICLE IX- ELECTRICAL SERVICES.....</b>	<b>27</b>
Section 9.1    Underground Electrical Distribution.....	27
<b>ARTICLE X- INSURANCE.....</b>	<b>27</b>
Section 10.1  General Provisions.....	27
Section 10.2  Individual Insurance.....	27
<b>ARTICLE XI- AMENDMENT TO DECLARATION AND DURATION OF REASTRICTIONS.....</b>	<b>28</b>
Section 11.1  Amendment by Owners.....	27
Section 11.2  Duration.....	27
<b>ARTICLE XII- MISCELLANEOUS.....</b>	<b>27</b>
Section 12.1  Severability.....	28
Section 12.2  Number and Gender.....	28
Section 12.3  Delay of Enforcement.....	28
Section 12.4  Enforceability.....	28
Section 12.5  Remedies.....	28
Section 12.6  Right of Entry: Enforcement by Self Help.....	28
Section 12.7  Violations of Law.....	29
Section 12.8  Remedies Cumulative.....	29
Section 12.9  Vacating of Plat or Correction of Plat by Declarant and Owners.....	29
Section 12.10  Limitation on Liability.....	29
Section 12.11  Captions of Convenience.....	29
Section 12.12  Governing Law.....	29
<b>ARTICLE XIII- PROPERTY RIGHTS IN COMMON AREA.....</b>	<b>29</b>
Section 13.1  Conveyances to the Association.....	30



Section 13.2 Rights of Members.....30

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS OF ESTATES OF SILVER RIDGE  
A FORT BEND COUNTY SUBDIVISION**

---

THE STATE OF TEXAS    §  
  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF FORT BEND §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Estates of Silver Ridge is recorded in the Real Property Records of Fort Bend County, Texas, under Clerk's File No. 2002078029, along with the First and Second Amendments thereto filed of record in the Real Property Records of Fort Bend County, Texas, under Clerk's File Nos. 2003019536 and 2009044969 respectively, all documents thereby constituting the "Declaration"; and

WHEREAS, the Declaration is the Dedicatory Instrument of the Estates of Silver Ridge Subdivision, an addition in Fort Bend County, Texas, being 120.8 acres of land containing seventy (70) lots and five (5) reserves in two (2) blocks, according to the maps or plats thereof respectively recorded in Slide Nos. 2001089405 and 2002066084 of the Map Records of Fort Bend County, Texas; and any subsequent amendments, supplements, corrections or replats thereto (the "Subdivision"); and

WHEREAS, Article XI, Section 11.1 of the Declaration provides that the Declaration may be amended by an instrument signed by owners owning at least two-thirds of the Lots in the Subdivision; and

WHEREAS, the owners of property within the Subdivision desire to further amend the Declaration and consolidate all current and prior amendments into one document;

NOW THEREFORE, pursuant to the consent of the owners of at least vote 2/3<sup>rd</sup>s of the Lots in the Subdivision as evidenced by their signatures attached hereto, the Declaration is hereby amended and restated in its entirety as amended as follows:

**ARTICLE I**  
**DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

**SECTION 1.1.**        **ANNUAL ASSESSMENT(S).** The assessments levied pursuant to Article VII hereof for managing, maintaining, operating, repairing, and insuring the Common Area and other purposes set out in this Declaration.

**SECTION 1.2.**        **ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee established and empowered in accordance with Article IV of this Declaration.

**SECTION 1.3.**        **ARCHITECTURAL GUIDELINES.** Those guidelines and standards the Architectural Review Committee is empowered to adopt and amend from time to time, which govern the Improvement to Property.

**SECTION 1.4.**        **ARTICLES OF INCORPORATION.** The Articles of Incorporation of the Association.

**SECTION 1.5.**        **ASSOCIATION.** ESTATES OF SILVER RIDGE PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation and/or the ESTATES OF SILVER RIDGE NEIGHBORHOOD ASSOCIATION, a Texas non-profit corporation, its successors and/or assigns.

**SECTION 1.6.**        **ASSESSMENT(S).** An Annual Assessment, a Special Assessment, a Capitalization or a Reimbursement Assessment.

**SECTION 1.7.**        **BOARD OR BOARD OF DIRECTORS.** The Board of Directors of the Association as elected in accordance with the Articles of Incorporation and the Bylaws.

**SECTION 1.8.**        **BUILDER.** Each Owner who is in the construction business or Person who regularly engages in the construction business who is constructing improvements for an Owner.

**SECTION 1.9.**        **BYLAWS.** The Bylaws of the Association, as same may be amended from time to time.

**SECTION 1.10.**       **COMMON AREA.** The Restricted Reserves (excluding Reserve D) shown on the plat and any other real property acquired by the Association for the use and enjoyment of the Owners of Lots in the Subdivision. The Common Area may be owned by (a) the Association for the benefit of and for the common use and enjoyment of the Owners of the Lots in the Subdivision; or (b) Declarant for the common use and enjoyment by those Owners of Lots in the Subdivision entitled to use such common areas.

**SECTION 1.11. DECLARATION.** The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots and Reserves in the Subdivision set out in this instrument or any amendment thereto.

**SECTION 1.12. DECLARANT.** Shall mean Estates of Silver Ridge, Ltd.

**SECTION 1.13. DWELLING UNITS.** A residential building designed for, and limited and restricted to, occupancy by a single family on a Lot, not including an accessory building or garage.

**SECTION 1.14. IMPROVEMENT TO PROPERTY.** Includes, without limitation: (a) the construction, installation or erection of any building, structure, amenity, object or other improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure or other improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Architectural Guidelines, or the Rules and Regulations.

**SECTION 1.15. IMPROVEMENTS.** All structures and any appurtenances thereto of every type or kind, including, but not limited to: buildings, outbuildings, swimming pools, basketball goals, spas, hot tubs, patio covers, awnings, painting of any exterior surface of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs, exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment facilities, radio, conventional or cable or television antenna or dish, microwave television antenna (that are not covered by the Telecommunications Act of 1996), and landscaping that is placed on and/or visible from any Lot.

**SECTION 1.16. LAKE AREA.** Reserve C as reflected on the Plat.

**SECTION 1.17. LOT(S).** Each of the Lots shown on the Plat of the Subdivision.

**SECTION 1.18. MAINTENANCE FUND.** Any accumulation of the Assessments collected by the Association in accordance with the provisions of this Declaration and interest, penalties, costs, and other sums and revenues collected by the Association pursuant to the provisions of this Declaration or by Law.

**SECTION 1.19. MEMBER(S).** All Owners of Lots as provided in Section 3.3 of this Declaration.

**SECTION 1.20.**      **MORTGAGE.** A security interest, mortgage, deed of trust, or lien instrument voluntarily granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Deed Records of Fort Bend County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

**SECTION 1.21.**      **MORTGAGEE.** A mortgagee under a Mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of any such mortgagee or beneficiary.

**SECTION 1.22.**      **NOTICE AND HEARING.** A written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board in the manner provided in this Declaration and Bylaws.

**SECTION 1.23.**      **OWNER(S)** Any person, firm, corporation or other entity, or any combination thereof that is the record owner of a fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

**SECTION 1.24.**      **PERSON(S).** A natural person, a corporation, a partnership or any other legal entity.

**SECTION 1.25.**      **PRIVATE ACCESS EASEMENT.** That area on Lots 24 through 33 inclusive in Block 2 of the Subdivision reflected on the Plat as "30 Private Access Easement."

**SECTION 1.26.**      **PRIVATE ACCESS EASEMENT LOTS.** Lots 24 through 34 inclusive in Block 2 of the Subdivision as reflected on the Plat.

**SECTION 1.27.**      **PLATS.** The official plats of the Estates of Silver Ridge filed of record in Slide Nos. 2001089405 and 2002066084 of the Map Records of Fort Bend County, Texas, and any amendments or replats thereof.

**SECTION 1.28.**      **PLANS.** The final construction plans and specifications (including a related site plan) of any Dwelling Unit, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of the Property.

**SECTION 1.29.**      **PROPERTY.** All of that real property known as Estates of Silver Ridge, a subdivision according to the maps or plats thereof recorded in Slide Nos. 2001089405 and 2002066084 of the Map Record of Fort Bend County, Texas.

**SECTION 1.30.**      **REIMBURSEMENT ASSESSMENT.** a charge against a particular Owner and its Lot for the purpose of reimbursing the Association for expenditures and other cost of the Association incurring in curing any violation, directly attributable to the owner, of this Declaration or the Rules and Regulations pursuant to Section 7.9 thereof.

**SECTION 1.31.**      **RESTRICTED RESERVES.** Restricted Reserves "A", "B", "C", and "E" depicted on the Plat, which are restricted to water plant, water detention, landscaping,

recreational and/or open space as reflected on Plat. Reserve "D" reflected on the Plat is unrestricted and not encumbered by the provisions of such Rules and Regulations.

**SECTION 1.32. RULES AND REGULATIONS.** Such rules and regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for fines for violation of such Rules and Regulations.

**SECTION 1.33. SPECIAL ASSESSMENT.** A charge against each Owner and his/her Lot as approved by the Members in accordance with Section 7.4 thereof.

**SECTION 1.34. SUBDIVISION.** As used hereinafter, all that certain real property reflected on the Plat, excluding Reserve "D".

## **ARTICLE II** **ESTABLISHMENT OF GENERAL PLAN**

**SECTION 2.1. GENERAL PLAN AND DECLARATION.** This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. The Subdivision shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots and Common Area in the Subdivision shall be subject to the jurisdiction of the Association.

**SECTION 2.2. EQUITABLE SERVITUDE.** The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitude upon each Lot, and the Common Area within the Subdivision, as a servitude estate, for the benefit of each and every other Lot and parcel of Common Area within the Subdivision, as a dominate estate.

**SECTION 2.3. COVENANTS APPURTENANT.** The covenants, conditions, restrictions, limitations, reservation, easements, exceptions, equitable servitude, and other provisions set forth in this Declaration shall run with and shall inure to the benefit of and shall be binding upon all of the Subdivision, and each Lot and the Common Area therein, and shall be binding upon and inure to the benefit of: (a) the Subdivision; (b) the Association and its successors and assigns; and (c) all persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

**SECTION 2.4. FURTHER SUBDIVISION AND CONSOLIDATION.** No Lot shall be further subdivided, and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Architectural Review Committee. Further, Lots may not be consolidated into one (1) building site without the

prior written approval of the Architectural Review Committee. Any Lots consolidated with the approval of the Architectural Review Committee shall be considered one (1) Lot under this Declaration for all purposes.

**ARTICLE III**  
**MANAGEMENT AND OPERATION OF SUBDIVISION**

**SECTION 3.1. MANAGEMENT BY ASSOCIATION.** The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Articles of Incorporation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the event of a conflict between the Articles of Incorporation or the Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control. The business and affairs of the Association shall be managed by the Board of Directors, unless otherwise reserved to the Members of the Association by Law, the terms of the Declaration, Articles of Incorporation, or the Bylaws. **It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies and become familiar with the terms of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations and Architectural Guidelines.**

The Association acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for the uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest. In addition to other powers granted the Board of Directors herein or in the Articles of Incorporation, the Board of Directors of the Association shall also have the power, but no obligation, to create procedures for resolving disputes between Owners or occupants of Dwelling Units, including appointment of committees to consider or reconsider resolutions of any disputes.

**SECTION 3.2. BOARD OF DIRECTORS.** The number, term, and qualifications of the members of the Board of Directors shall be governed by the Articles of Incorporation and the Bylaws.

**SECTION 3.3. MEMBERSHIP IN ASSOCIATION.** Each Owner, whether one Person or more of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each lot and may not be separated from such owner. **The address of each Member shall be the property address of the Lot owner by the member in the Subdivision, unless the**

Association is specifically advised in writing of an alternate address for all communications, including billing of Assessments.

**SECTION 3.4. TRANSFER OF MEMBERSHIP FEES.** Prior to changing the name of the Owner of any Lot on the membership rolls of the Association, the Association or its managing agent ( if authorized by the Board of Directors) may charge a transfer fee or processing fee when to any Lot changes or the Mortgage on the Lot is refinanced.

**SECTION 3.5. VOTING OF MEMBERS.** Members of the Association shall be all those Owners as defined in Section 3.3. Members shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**SECTION 3.6. POWER TO ADOPT RULES AND REGULATIONS.** The Association, through its Board of Directors, may adopt, amend, repeal, and enforce Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the interpretation and implementation of the Declaration, and the operation of the Association. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule and Regulation shall be given by depositing in the mail to each Member. A copy of the current effective Rules and Regulations shall be made available to each Member upon request and payments of the reasonable expense of copying the same. Each Member shall comply with such Rules and Regulations and the Rules and Regulation shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

**SECTION 3.7. POWER TO ENFORCE DECLARATION AND RULES REGULATIONS.** The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action, as the Board deems necessary or desirable to cause compliance by each member and each member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or Rules and Regulations , as more particularly described in Section 12.6 hereof; (b) by commencing and maintaining any suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of the provisions of this Declaration or the Rules and Regulations; (d) by levying and collecting a Reimbursement Assessment against any Member for breach of this Declaration, Articles of Incorporation, Bylaws, or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (e) by levying and collecting reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations or resolutions of the Board of Directors of the Association, from any Member or Member's family, guests, or tenants, for



breach of this Declaration or such Rules and Regulations by such Member or Member's family, guest, or tenants. In connection with (d) and (e) above, Members shall be given notice to the action of the Board and be given an opportunity to be heard by the Board.

**SECTION 3.8. ACTIONS IN GOOD FAITH.** Any act or thing done by any of Directors, Officers, or Committee Members taken in furtherance of the purpose of the Corporation, and in accomplished in conformity with the procedures set forth in the Declaration, Articles of Incorporation, and the Laws of the State of Texas, and/or these Bylaws shall be reviewed under the standard of the business judgment rule as established by the Common Law of Texas, and such act or thing done shall not be a breach of duty on the part of the Directors, Officers, Committee Members if they have been done within the exercise of their discretion and judgment. The **business judgment rule** means that a court shall not substitute its judgment for that of the Directors, Officers, or Committee Members. A court shall not re-examine the quality of the decisions made by the Directors, Officers, or Committee Members by determining the reasonableness of the decision as long as the decision is made in good faith in what the Directors, Officers, or Committee Members believes to be in the best interest if the Corporation.

**SECTION 3.9. POWER TO GRANT EASEMENTS.** The Association shall have the power to grant access to utility, drainage, water facility, cable television, and other such easements in, on, over, or under the Common Areas. Additionally the Association shall have the power to grant access, utility, drainage, water facility, cable television, and other such easements in, on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots. Provided, however, the Association shall not have the power to grant easements on public right-of-ways or across easements belonging to the city of Missouri City.

**SECTION 3.10. BOOKS AND RECORDS.** The books and records of the Association shall be available for review by appointment during normal business hours in the manner prescribed by Chapter 209 of the Texas Property Code.

**SECTION 3.11. SAFETY AND SECURITY IN SBUDIVISION.** Neither the Association, their Directors, Officers or Committee Members shall in any way be considered an insurer or guarantor of safety and security within the Subdivision. The Association and related parties shall not be liable for any loss or damage by reason of failure to provide adequate security or the ineffectiveness of security measures undertaken, if any, owners, lessee and occupants of all Lots, on behalf of themselves, and their guests and invitees, acknowledge that the Association and related parties do not represent or warrant that any fire protection, burglar alarm system, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm system, access control system, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, lessees, and occupants of Lots on behalf of themselves and their guests and invitees, acknowledge and understand that the Association and related parties are not insurers and that each Owner, lessee and occupant of any Lot and on behalf of themselves and their guests and invitees **assume all risks** for loss or damage to persons, to dwelling units and to the contents of their dwelling units

and further acknowledge that the Association and related parties have made no representations or Warranties nor has any Owner or lessee on behalf of themselves and their guests or invitee relied upon any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm system, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the property.

#### **ARTICLE IV** **ARCHTECTORAL APPROVAL**

**SECTION 4.1.**      **ARCHITECTURAL REVIEW COMMITTEE** The Architectural Review Committee will consist of Members of the Association. The Members of the Architectural Review Committee shall be appointed by the Board and may be removed at any time by the Board, and shall serve for such term as designated or until resignation or removal by the Board.

**SECTION 4.2.**      **APPROVAL OF IMPROVEMENTS REQUIRED.** The approval of the members of the Architectural Review Committee and the Board of Directors **shall be required for any improvements to property before commencement of construction of such improvement to property.**

**SECTION 4.3.**      **ADDRESS OF COMMITTEE.** The Address of the Architectural Review Committee shall be the address designated by the Board from time to time. The address as of January 1, 2012 is, P.O. Box 26 Fresno, Texas 77545.

**SECTION 4.4.**      **SUBMISSION OF PLANS.** Before commencement of work to accomplish any proposed improvement to Property, the Owner of the Lot proposing to make such improvement to Property (the Applicant) shall submit to the Architectural Review Committee copies of plans of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Review Committee reasonably request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed improvement to Property, as may be more particularly described from time to time in any Architectural Guidelines adopted by the Architectural Review Committee. The Architectural Review Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed improvement to Property. Until receipt of plans by the Architectural Review Committee of all required materials in connection with the proposed improvement to Property the Committee may postpone review of any materials submitted for approval and such application shall be a considered to be denied until receipt of all required materials.

**SECTION 4.5.**      **CRITERIA FOR APPROVAL.** The Architectural Review Committee shall approve any proposed improvement to Property only if it determines in its reasonable discretion that the improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Subdivision as a whole; that the appearance of the proposed improvement to Property will be in harmony with the surrounding areas of the

Subdivision, including, without limitation, quality of materials and location with respect to topography and the finish grade elevation; that the improvement to Property will comply with the provisions of this Declaration and the Plat, ordinances, governmental rules, or regulation; and that the improvements to Property will not detract from the beauty, wholesomeness and attractiveness of the Subdivision or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed improvement of Property will not become a burden to the Association. The Architectural Review Committee may condition its approval of any proposed improvement to Property upon the making of such changes thereto as the Architectural Review Committee may deem appropriate. Improvements to the property shall be constructed to local codes and standards, including City of Missouri City permitting requirements.

**SECTION 4.6. ARCHITECTURAL GUIDELINES.** The Architectural Review Committee from time to time may adopt, supplement or amend the Architectural Guidelines, which provides an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Architectural Review Committee may impose other requirements in connection with its review of any proposed improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

**SECTION 4.7. DECISION OF COMMITTEE.** The decision of the Architectural Review Committee shall be made within forty-five (45) days after receipt by the Architectural Review Committee of all materials required by the Committee. The decision shall be in writing and, if the decision is not to approve the proposed improvement to the Property, the reasons therefor shall be stated. The decision of the Architectural Review Committee and the Board shall be transmitted promptly to the Applicant at the address provided by the Applicant to the Committee.

**SECTION 4.8. APPEAL TO THE ASSOCIATION BOARD.** If the Architectural Review Committee denies or refuses approval of the proposed improvement to the Property, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Association and the Architectural Review Committee within twenty (20) days after such denial or refusal. The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the Architectural Review Committee and shall decide with reasonable promptness whether or not the proposed improvement to the Property shall be approved. The decision of the Board of Directors shall be final and binding to all Persons.

**SECTION 4.9. FAILURE OF COMMITTEE TO ACT ON PLANS.** Any request for approval of a proposed improvement to Property shall be deemed disapproved by the Architectural Review Committee, unless approval or a request for additional information or materials is transmitted to the Applicant by the Architectural Review Committee. The Architectural Review Committee will make reasonable effort to respond to each application within forty-five (45) days after the date of receipt by the Architectural Review Committee for all materials, provided.

**SECTION 4.10. PROSECUTION OF WORK AFTER APPROVAL.** After approval of any proposed improvement of Property, the proposed improvement of Property shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed improvement to Property in the materials submitted to the Architectural Review Committee. Failure to complete the proposed improvement to Property within (12) months after the of such approval or such other period of time as shall be authorized in writing by the Architectural Review Committee (unless an extension has been granted by the Architectural Review Committee in writing) or to complete the improvements to Property in strict conformity with the description and materials furnished to the Architectural Review Committee, shall operate automatically to revoke the approval by the Architectural Review Committee for the proposed improvement to Property. No improvement to Property shall be deemed complete until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the improvement to Property, other than the attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

**SECTION 4.11. NOTICE OF COMPLETION.** Promptly upon completion of the improvement to Property, the Applicant shall deliver a "Notice of Completion" to the Architectural Review Committee and, for all purpose hereunder the date of receipt of such Notice of Completion by the Architectural Review Committee shall be deemed to be the date of completion of such improvement to Property, provided that the improvement to Property is, in fact, completed as of the date of receipt of the Notice of Completion.

**SECTION 4.12. INSPECTION OF WORK.** The Architectural Review Committee shall have the right, but not obligated, to inspect any improvement to Property before or after completion, provided that the right of inspection shall terminate sixty (60) days after the Architectural Review Committee shall receive a Notice of Completion from the Applicant.

**SECTION 4.13. NOTICE OF NONCOMPLIANCE.** If, as a result of the inspections or otherwise, the Architectural Review Committee finds that any improvement to Property has been constructed or undertaken without obtaining the approval of the Architectural Review Committee, or has been completed other than in strict conformity with the description and materials furnished by the Applicant to the Architectural Review Committee, or has not been completed within the required time period after the date of approval by the Architectural Review Committee, the Committee shall notify the Applicant in writing of noncompliance (Notice of Noncompliance). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

**SECTION 4.14. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION.** If for any reason other than the Applicant's act or neglect, The Architectural Review Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the Architectural Review Committee of a written Notice of Completion from the Applicant, the improvement to Property shall be deemed in compliance if the improvement to Property in fact was completed as of the date of Notice of Completion. Provided, however, that no such deemed approval shall operate to permit any Applicant to construct or maintain any

improvement to property that violates any provisions of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all time retain the right to object to any improvement to Property that violates this Declaration or the Architectural Guidelines.

**SECTION 4.15. APPEAL TO BOARD OF FINDING OF NONCOMPLIANCE.** If the Architectural Review Committee gives any Notice of Noncompliance, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Architectural Review Committee within thirty (30) days after the receipt of the Notice of Noncompliance by the Applicant. Additionally, if after a Notice of Noncompliance, the Applicant fails to commence diligently to remedy such noncompliance, the Architectural Review Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance from the Architectural Review Committee. In either event, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such Notice of Hearing to the Applicant and the Architectural Review Committee and shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action. The decision of the Board of Directors shall be final and binding to all Persons.

**SECTION 4.16. CORRECTION OF NONCOMPLIANCE.** If the Board of Directors determines that a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of receipt by the Applicant of the ruling of the Board of Directors. If the Applicant does not comply with the Board ruling within such period, the Board may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Deed Records of Fort Bend County, Texas; (b) remove the noncomplying improvement to Property; and/or (c) otherwise remedy the noncompliance. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

**SECTION 4.17. NO IMPLIED WAIVER OR ESTOPPEL.** No action or failure to act by the Architectural Review Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors, with respect to any improvement to Property. Specifically, the approval by the Architectural Review Committee of any improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar improvement to Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other improvement to Property by such Person or otherwise.

**SECTION 4.18. POWER TO GRANT VARIANCES.** The Architectural Review Committee may authorize variances from compliance with any of the provisions of Article V of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of improvement to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other considerations deemed relevant by the Architectural Review Committee dictate the need for such a variance. Such variances

must be evidenced in writing and shall only become effective when signed by at least a majority of the members of the Architectural Review Committee. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance, except for Consents to Encroach relating to minor encroachments. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owners' obligation to comply with all governmental laws and regulations affecting the property concerned.

**SECTION 4.19. RECORDS OF ACTION.** The Architectural Review Committee shall report in writing to the Board of Directors all final action of the Architectural Review Committee and the Board shall keep a permanent record of such reported action for at least five (5) years after such reported action.

**SECTION 4.20. ESTOPPEL CERTIFICATES.** The Board of Directors upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Committee, shall furnish a certificate with respect to the approval or disapproval of any improvement to Property or with respect to whether any improvement to Property was made in compliance herewith. Any person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to rely on such certificate with respect to all matters set forth therein.

**SECTION 4.21. LIMITATION OF LIABILITY.** Notwithstanding anything provided in this Declaration to the contrary, neither the Board of Directors, the Architectural Review Committee, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or Director thereof, shall have any liability of any nature whatsoever for any damages, loss or prejudice suffered, claimed, paid or occurred including claims based upon their sole or contributory negligence by any person on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of Article IV above, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by an Owner or occupant of a Dwelling unit for approval pursuant to the provisions of Article IV, (d) the construction inspection or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any person or other damage to any dwelling unit, improvements or the personal property of any person, which may be caused by, or arise as result of, any defect, structural or otherwise, in any dwelling unit or improvements or the plans and specifications thereof or any past, present, or future soil and/or subsurface conditions, known or unknown and (f) any other loss, claim, damage, liability or expense, including court cost and attorney's fees suffered, paid, or incurred by any person arising out of or in connection with the development, construction, use and occupancy of any Lot, Dwelling unit, Common Area or any other improvement situation thereon.

**SECTION 4.22. CONSTRUCTION PERIOD EXCEPTION.** During the course of actual construction of any permitted structure or improvement to Property, and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend the provisions of Articles V and VI contained in this Declaration as to the property upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other Property within the Subdivision.

**ARTICLE V**  
**ARCHITECTURAL RESTRICTIONS**

**SECTION 5.1. DWELLING UNIT SIZE** With respect to any dwelling the construction of which is begun after January 1, 2012, The ground floor area of any single-family one story Dwelling Unit, exclusive of porches and garages shall be ~3000 square feet. The Total living area of any one and one half or two story single-family dwelling, exclusive of porches and garages shall be ~3500 square feet.

**SECTION 5.2. HEIGHT AND CHARACTER OF DWELING UNIT.** No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, as provided in Section 6.2, and not to exceed the lesser of two (2) stories or forty-five (45) feet above the level of the street in front of the Lot in question, and a fully enclosed garage as provided in Section 5.5 and other bona fide servants quarters; provided, however that the servant quarters' structure may not exceed the main dwelling in height. Provided further that it shall be permissible to have third-level living space in the Dwelling Unit completely under a sloped roof with dormers or gables or additional levels beneath ground level in the Dwelling Unit, garage, or servant's quarters, so long as the maximum height of the building does not exceed forty-five (45) feet.

**SECTION 5.3. LOCATION OF DWELLING UNIT.** Except as may be authorized in writing by the Architectural Review Committee, no Dwelling Unit or other building shall be located in violation of the following setback lines:

- A. Front setback lines for Lots shall be fifty (50) feet.
- B. The side setback lines for Lots shall be ten (10) feet.
- C. The rear setback lines for all Lots shall be twenty five (25) feet.
- D. In no event may any portions of a Dwelling Unit be located within fifty (50) feet of the pipeline easement reflected on the Plat.
- E. In no event may any portion of any Dwelling Unit or other building be located in front of the building setback lines reflected on the Plat.

**SECTION 5.4. EXTERIOR MATERIALS.** Unless otherwise approved in writing by the Architectural Review Committee, the exterior of all Dwelling Units and outbuildings (excluding eaves and the roof) must be seventy-five (75 %) percent brick, stucco, or masonry.

**SECTION 5.5. USE OF TEMPORARY STRUCTURES.** No structure of a temporary character, whether trailer, basement, tent shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanent; provided, however the Board and the Architectural Review Committee reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may seem necessary or convenient while selling Lots, selling or constructing residences, or constructing other improvements within the Subdivision. The right to use temporary structures in connection with the construction of improvements may be assigned from time to time, in whole or in part, by the Board and/or the Architectural Review Committee.

**SECTION 5.6. CARPORTS AND GARAGES.** No carports shall be constructed on any Lot without the prior written consent of the Architectural Review Committee. All garages shall be: (a) fully operable; (b) capable of housing at least two (2) automobiles; and (c) enclosed by garage doors which must be kept in the closed position when the garage is not being used by the Owner or Occupant of the Dwelling Unit. No parking spaces in a garage may be used for the storage of personal property if the result is that one or more vehicles used or kept by the residents of the Lot must be parked in the driveway or in the street in front of the Lot.

**SECTION 5.7. DRIVEWAYS AND SIDEWALKS.** Unless the Architectural Review Committee agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at his or her expense a driveway from his or her garage to an abutting street. Provided, however, Private Access Easement Lots are prohibited from having driveway or any other type of vehicular access from or to the public street right-of-way reflected on the Plat as Creek Point Lane. Sidewalks on or adjacent to Lots shall be maintained by the Owner of the Lot on which the sidewalk is located or is adjacent.

**SECTION 5.8. ROOFS.** All roofs must be approved by the Architectural Review Committee in writing. Asphalt or composition shingles must be earth tone in color and not less than a twenty-five (25) year warranty. All roofs on the main Dwelling Unit must have a minimum pitch of six to twelve. Wind resistant and solar shingles will be evaluated by the Architectural Review Committee consistent with the requirements of Chapter 202 of the Texas Property Code.

**SECTION 5.9. GRASS, SHRUBBERY AND LANDSCAPING.** Each Lot with a Dwelling Unit thereon shall be landscaped with grass, shrubbery and trees of types and quantities approved by the Architectural Review Committee. No healthy or live trees may be removed from a Lot without the approval of the Architectural Review Committee.

**SECTION 5.10. ANTENNAS, SATELLITE DISHES AND MASTS.** No exterior antennas, aerial, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are visible from any street, Common Area or another Lot, unless it is impossible to receive an acceptable quality signal from any other location. In the event, the receiving device may be



placed in the least visible location where reception of an acceptable quality signal is possible. The Board may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted. (i) satellite dishes, which are larger than one (1) meter in diameter. (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline. or (iii) MMDS antenna masts, which exceed the height of twelve (12) feet above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunication Act of 1996 (the "Act") as the Act may be amended from time to time; this section shall be interpreted to be as restrictive as possible, while not violating the Act. The Board may promulgate Architectural Guidelines, which further defines, restrict or elaborate on the placement and screening of receiving devices and masts, provided such Architectural Guidelines are in compliance with the Telecommunication Act.

**SECTION 5.11. FLAGPOLES.** No flagpole shall be permanently erected on any Lot, unless prior written approval has been granted by the Architectural Review Committee. Flagpoles shall be approved consistent with Chapter 202 of the Texas Property Code.

**SECTION 5.12. EXTERIOR LIGHTING.** All exterior lighting must first be approved by the Architectural Review Committee.

**SECTION 5.13. SOUND DEVICES.** No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This section shall not preclude the use of outdoor speakers for hi-fi, stereos, or radios if the sound level is maintained at a reasonable low level with respect to the adjoining property.

**SECTION 5.14. WINDOW TREATMENT.** No window in any Dwelling Unit or other Improvement that is visible from any other Lot, any Reserve, or a street may be covered with any aluminum foil or other reflective material. All window treatments including, curtains, drapes, blinds, shutters and/or shades that are visible from any street or Reserve must be shades of white or beige, unless otherwise approved by the Architectural Review Committee.

**SECTION 5.15. AIR CONDITIONERS.** No window, roof, or wall type air conditioner that is visible from any street or any other Lot, shall be used, placed or maintained on or in any Dwelling Unit, garage or other Improvement.

**SECTION 5.16. WALLS AND FENCES.** The construction or installation of walls and fences (including the location thereof), by Owners on Lots shall be subject to approval by the Architectural Review Committee and the Board of Directors in accordance with the provisions of this Declaration and any Architectural Guidelines. Brick fences, walls or wooden fences on any Lot is prohibited. In no event shall any fence or wall on any Lot be (1) constructed of chain link or wire; (2) constructed in front of the Dwelling Unit. Except for the portion of the fence located on Lots One (1) thru Six (6) in Block One and on Lot One (1) in Block Two (2) of the Subdivision (the "Subdivision Entrance Fence"), which is parallel and adjacent to Watts

Plantation Road. The Owner of any Lot shall be responsible maintaining and repairing any fence or wall located on his/her Lot, whether or not it was originally constructed by the Owner. The Subdivision Entrance Fence will be located on the Subdivision Entrance Fence Lots within sixteen (16) feet from the right of way of Watts Plantation Road. The Association shall maintain the Subdivision Entrance Fence and the landscaping on the Subdivision Entrance Fence Lots in front of the Subdivision Entrance Fence and the Association is granted an easement over and across the Subdivision Entrance Fence Lots in order to plant and maintain landscaping and construct, maintain or rebuild the Subdivision Entrance Fence as may be necessary in the sole judgement of the Board. The Owners of the Subdivision Entrance Fence Lots shall ensure no roots, branches or other portions of plants ever impair the structural integrity of the fence and be responsible for all damages to the fence and landscaping in front of the Subdivision Entrance Fence caused by said Owner intentional or negligent acts. The character and type of fences constructed on any Lot may not be removed or altered without written consent of the Architectural Review Committee and the Board of Directors.

**SECTION 5.17. DISPOSAL UNIT REQUIREMENTS.** Each Kitchen in each Dwelling Unit or servant's quarters situated on any Lot shall be equipped with a garbage disposal unit.

**SECTION 5.18. REMOVAL OF TRASH AND DEBRIS DURING CONSTRUCTION.** During the construction, repair, and restoration of Improvements, each Owner or Builder shall remove and haul from the Lots all tree stumps, tree limbs, branches, underbrush and all other trash or rubbish cleared from the Lot to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot and no materials or trash hauled from any Lot may be placed elsewhere within the Subdivision. Additionally, each Owner or Builder, during construction of Improvements, continuously shall keep the Lot in a reasonable clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials or dirt shall be placed in any street. Any such trash, materials or dirt inadvertently spilled or getting into the street or street gutter shall be removed, without delay, no less frequently than daily.

**SECTION 5.19. EXCAVATION AND TREE REMOVAL.** The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction of such Lot. No trees of six (6) inches in trunk diameter shall be cut or removed, except to remove dead trees, without the approval of the Architectural Review Committee and the Board.

**SECTION 5.20. WIND GENERATORS.** No wind generators shall be erected or maintained on any Lot that are visible from any street, Lot or Reserves.

**SECTION 5.21. SOLAR COLLECTORS.** No solar collector shall be installed without the prior written approval of the Architectural Review Committee. Any such installation shall be in harmony with the design of the Dwelling Unit and shall be installed in a location not visible from any street, unless otherwise approved by the Architectural Review Committee and the Board and as may be required by Chapter 202 of the Texas Property Code.

**SECTION 5.22. LOT AND IMPROVEMENT MAINTENANCE.** Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all Improvements thereon including the yard, flowerbeds and all landscaping in a neat, attractive and sanitary manner. In no event shall an Owner use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. The Owners or occupants of any Lot at the intersection of streets, where the rear yard or portion of the Lot is visible to public view shall construct and maintain a suitable enclosure approved in writing by the Architectural Review Committee to screen the following from public view; yard equipment, pool equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family.

**SECTION 5.23. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.** In the event of damage to any improvement (not the product of normal wear and tear), the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced such repairs or demolition must be pursued diligently to completion. If, however, damage to the improvement is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's Application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped, subjected to the approval of the Architectural Review Committee, so as to present a pleasing and attractive appearance.

**SECTION 5.24. GARAGE SALES.** Only one garage sale (lasting no longer three (3) consecutive days) per year may be conducted on any Lot. For the purpose of this Section 5.24 term "garage sale" shall include moving sales, rummage sales, estates sales, or similar activities.

**SECTION 5.25. HOLIDAY DECORATIONS.** Holiday decorations shall be promptly removed from each Lot and Dwelling Unit as soon as the holiday passes and in no event shall such decorations be allowed to remain on a Lot or Dwelling Unit for more than ten (10) days after the holiday passes.

**SECTION 5.26. UTILITY METERS AND HVAC EQUIPMENT.** All electrical, gas, telephone and cable television meters shall be located at the rear of all Dwelling Units, unless (1) the Architectural Review Committee agrees in writing to an alternative location and (2) the gas, telephone and cable meters are continually screened or approved in writing by the Architectural Review Committee. All exterior heating, ventilating and air-conditioning compressor units and equipment shall be located at the rear of the Dwelling unit or at the side of the Lot screened from view in a manner approved by the Architectural Review Committee.

**SECTION 5.27. RECREATIONAL FACILITIES.** Free standing playhouses, play structures and treehouses are permitted only with the approval of the Architectural Review Committee and are limited to an overall height of ten (10) feet above grade. The type, color and location of a basketball goal on a Lot must also be approved in writing by the Committee. Barbecue grills or other types of outdoor cooking equipment shall be located only at the rear of the Dwelling Unit.

**SECTION 5.28. DRAINAGE.** No improvements shall be placed or permitted to remain or other activity undertaken which may damage or interfere with established slope ratios, create erosion or slippage problems, or which may change the direction of flow of water. The slope controlled areas of each Lot and all improvements in them shall be maintained by the Owner of the Lot (except for those improvements for which a utility company is responsible) in such a manner as to comply with this Section so as not to cause harm or interference with the natural surface drainage of any adjoining Lots. Drainage structures under private driveways shall have a net drainage opening of sufficient size and in compliance with all governmental regulations, if any. Owners may use drainage ditches as a part of their yard, but the drainage ditch may not be obstructed in any way and must be maintained by the Owner.

**SECTION 5.29. PRIVATE UTILITY LINES.** All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the Architectural Review Committee, and shall be maintained at all times by the Owner of the Lot upon which is located.

**SECTION 5.30. SEWAGE DISPOSAL.** Each Lot shall have its own onsite waste water treatment and disposal system designed, constructed and operated in accordance with the rules and regulations of the Fort Bend County and the State of Texas.

**SECTION 5.31. NO-FILL EASEMENT.** As required by the City of Missouri City, there is a no-fill restriction for the portion of Lots located within one hundred (100) feet of the meanderings of Oyster Creek (the "No-Fill" Easement). As reflected on the Plat, Lots One (1) through Twenty-Three (23) in Block Two (2) are restricted by this No-Fill Easement.

## **ARTICLE VI** **USE RESTRICTIONS**

**SECTION 6.1. GENERAL.** No Owner shall use the Common Area, if any, or use or permit such Owner's Lot or Dwelling Unit to be used for any purpose that would (1) void any insurance in force with respect to the Subdivision; (2) make it impossible to obtain any insurance required by this Declaration; (3) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (4) constitute a violation of the Declaration or any applicable law or (5) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

**SECTION 6.2. SINGLE FAMILY RESIDENTIAL USE.** Each Owner shall use his/her Lot and the Dwelling Unit on his/her Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purpose" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his/her residence as a personal office for a profession or occupation, provided; (1) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure improvement upon such Lot and conduct business therein; (2) no signs advertising such profession or business are permitted; (3) no onsite employees are permitted; (4) no deliveries related to the personal office, profession or occupation are permitted; (5) no offensive activity or condition, noise and/or odor are permitted; and (6) such use in all respects complies with the laws of the State of Texas, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as one (1) or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and their domestic servants; (2) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents, and their domestic servants; and (3) in no event, shall any single family residence be occupied by more than the product of the total number of bedrooms contained in the single family residence as originally constructed or approved multiplied by three. **Notwithstanding any of the above restrictions, in all instances owners shall be entitled to use their dwelling as may be required by applicable Federal or State fair housing statutes.**

**SECTION 6.3. CARE-GIVING FACILITIES.** No Lot shall be used for the operation of (1) a boarding or rooming house, a residence for transients, half-way house, day care center, treatment facility or (2) residence of unrelated individuals who are engaging in, undertaking or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency unless any such facility is otherwise allowed by the terms of the State or Federal Law negating the provisions of restrictive covenants prohibiting same.

**SECTION 6.4. VEHICLES.** No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig, off road truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that (1) are in operating condition; (2) have current license plates and inspection stickers; (3) are in daily use as motor vehicles on the streets and highways of the State of Texas; (4) which do not exceed six feet six inches (6'6") in height, or eight (8) feet in width, or twenty-four (24) feet in length; (5) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked in a driveway in excess of forth-eight (48) consecutive hours or so as to obstruct or block a sidewalk. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked on public street

right-of-way and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided however, overnight parking of any vehicle in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive prior approval of the Board of Directors of the Association. Parking any type of motor vehicle, non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig, off road truck, hovercraft, machinery or equipment of any kind on the Private Access Easement is prohibited. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on Lots, the Private Access Easement and the streets in the Subdivision that do not contradict this Section 6.4.

**SECTION 6.5.**      **NO NOXIOUS OR OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be conducted on any property within the Subdivision nor shall anything be done or placed thereon that is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others.

**SECTION 6.6.**      **NO HAZARDOUS ACTIVITIES.** No activity shall be conducted on and no improvements shall be constructed on any property within the Subdivision that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior or exterior fireplace.

**SECTION 6.7.**      **RESTRICTIONS ON GARBAGE AND TRASH.** No refuse, garbage, trash, lumber, grass, shrub, or tree clippings, plant waste, compost, metal, bulk materials, scrap refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock PM on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage and trash.

**SECTION 6.8.**      **CLOTHES DRYING.** No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot, nor shall clothing or household fabric or any other article be hung, dried, or aired on any Lot in the Subdivision.

**SECTION 6.9.**      **ANIMALS.** No animals of any kind shall be raised, bred, or kept in the Subdivision except as hereinafter provided. A reasonable number of dogs, cats, or other household pets may be kept on a Lot (except for fish or reptiles of a type customarily kept within normal home aquariums and birds kept inside cages inside a Dwelling Unit, with respect to which there shall be no limitation on amount) provided that; (1) they are not kept, bred, or maintained for commercial purposes; (2) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (3) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; (4) they are not in violation of any other provisions of this Declaration and such limitations as may be set forth in

Rules and Regulations. A "reasonable number" as used in this Section 6.9 ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Board may determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal, bird, fish that, in the sole opinion of the Board is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or any Common Area.

**SECTION 6.10. SIGNS AND BILLBOARDS.** No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than seven (7) square feet advertising the particular Lot or Dwelling Unit on which the sign is situated for sale or lease. No sign of any kind shall be displayed to public view on any residential Lot, except a sign(s) of not more than six (6) square feet area which is used to; (1) advertise the property for sale or lease; (2) indicate traffic control or security services; (3) identify the builder or contractor while construction is in progress on such Lot; or (4) promote a political candidate, party or issue for a thirty (30) day period starting no earlier than thirty (30) days prior to the date of the election or referendum and which must be removed no later than the day after the date of the election or referendum; or (5) local school spirit signs approved by the Architectural Review Committee for a designated period of time. In no event shall any sign, billboard, poster or advertising devices of any character, other than as specifically prescribed in the first sentence of this Section 6.10 be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Review Committee and the Board of Directors.

**SECTION 6.11. OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any walls, tanks, tunnels, mining excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**SECTION 6.12. LEASING.** Lots may only be leased for a single family residential purpose as defined in Section 6.2. No Owner shall be permitted to lease his/her Lot for hotel or transient purposes, which for purposes of this Section 6.12 is defined as a period of less than one (1) year. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the terms of the Declaration, Articles of Incorporation, By-Laws, Architectural Guidelines and Rules and Regulations of the Association. The Owner making such lease shall not be relieved from any of such obligations under said documents. The Owner shall advise the Association in writing of the name, mailing address and phone number of all occupants of the Dwelling Unit.

**SECTION 6.13. POOLS, SPAS, AND HOT TUBS.** All pools, spas, and hot tubs shall be maintained in a healthy, safe, and sanitary condition. The bacterial content of the water in any pool, spa, or hot tub shall not be allowed to exceed safe limits as prescribed by established standards of the Texas Department of Health.

**SECTION 6.14. LAKE AREA.** No machinery or equipment of any kind shall be used on any portion of the Lake Area. Swimming in the Lake Area is strictly prohibited. No boats, inflatable rafts, canoes, or watercrafts of any type shall be used in the Lake Area except equipment used by the Company hired by the Association to maintain the environmental integrity of the Lake.

**ARTICLE VII**  
**COVENANTS FOR ASSESSMENTS.**

**SECTION 7.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.** The Owners of each Lot owned within the Subdivision, hereby covenants an acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association; (1) Annual Assessments and/or (2) Special Assessments. The Annual and Special Assessments (the "Assessments"), together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which the Assessments are made. The Assessments, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who is the owner of such property at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to his/her successors in title unless expressly assumed by them.

**SECTION 7.2. PURPOSE OF ANNUAL ASSESSMENTS.** Each Lot in the Subdivision is hereby subjected to an Annual Assessment for the purpose of creating a fund to be designated and known as the "Maintenance Fund" which Annual Assessments will be paid by the Owner or Owners of each Lot within the Subdivision to the Association, on or before January 1 of each year, to be paid in full commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which the each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgement of the Association require. Such Assessments will be uniform. The Association shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of the Subdivision. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following; establishing and maintenance of a reserve fund, constructing and/or maintaining paths, parks, landscape reserves, parkways, easements, esplanades, fenced, cul-de-sac and street medians, the Subdivision Entrance Fence and the Common Areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments; employing service providers; and doing other things necessary or desirable, in the opinion of the Association, to keep the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgement of the Association in the expenditure of said funds shall be final and conclusive so long as said judgement is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association.



**SECTION 7.3. MAXIMUM ANNUAL ASSESSMENT.** The Annual Assessment for the year 2012 is \$\_\_\_\_\_. The maximum Annual Assessment may be increased each year not more than fifteen (15%) percent above the Annual Assessment for the previous year without a vote of the membership. The maximum Annual Assessment may be increased above fifteen (15%) percent by a vote of a majority of those Members eligible to vote who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the Annual Assessment at an amount not to exceed the maximum permitted herein.

**SECTION 7.4. SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any use or benefit provided for herein in Section 7.2, provided, however any such assessment shall have been the assent of a majority of votes of Members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose.

**SECTION 7.5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 7.4.** Written notice of any meeting called for the purpose of increasing the Annual Assessment more than 15% or levying a Special Assessment shall be sent to all Members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the eligible votes shall constitute a quorum. If the required quorum is not present subsequent meetings may be called subject to the same notice requirement and the required quorum at the subsequent meetings shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 7.6. UNIFORM RATE OF ASSESSMENT.** Both Annual and Special Assessments must be fixed at a uniform rate.

**SECTION 7.7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS.** The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due date for the Annual Assessment is January 1<sup>st</sup> of each year.

**SECTION 7.8. REIMBURSEMENT ASSESSMENTS.** The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or Member's family, guest, or tenants to comply with this Declaration, the Articles of Incorporation, the By-Laws, Architectural Guidelines, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The term Reimbursement Assessment shall also include any fines levied by the Association. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board that the Reimbursement Assessment is owing.

**SECTION 7.9. ESTOPPEL CERTIFICATES.** The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**SECTION 7.10. ATTRIBUTION OF PAYMENTS.** All payments tendered by Owners shall be applied as provided by Chapter 209 of the Texas Property Code and the Estates of Silver Ridge Payment Plan Policy filed of record with Fort Bend, County, Texas.

**SECTION 7.11. EFFECT OF NONPAYMENT OF ASSESSMENTS.** Any assessments not paid within thirty (30) days after the due date shall be considered delinquent and shall be subject to the following: (1) late charges, interest at the rate of eighteen (18%) percent per annum from the due date and all costs of collection, including reasonable attorney's fees; (2) No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot; (3) No Owner shall be permitted to receive an "Improvement to Property" Application until such Assessments are paid in full. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the Association's lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale, and each Owner expressly grants to the Association a power of sale in connection with the non-judicial foreclosure of the Association's lien and right to appoint trustees to exercise said power of sale. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with Chapters 51 and 209 of the Texas Property Code (as same may be amended); and the Board of the Association is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non-judicial foreclosure sale. The Association, acting on behalf of the owners, shall have the power to bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage or convey the same.

**SECTION 7.12. NO OFFSETS.** The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and power under this Declaration or claim by the Owner of non-use of the Common Area or abandonment of his/her Lot or claim by the Owner of inconvenience or discomfort arising from the making repairs or Improvements to Common Area or from any action taken to comply with any law or any determination of the Board or for any other reason.

**SECTION 7.13. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the Association provided for herein shall be subordinate to the liens of any Mortgagee. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the Assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof.

**SECTION 7.14**

**MAINTENANCE OF AN IMPROVEMENTS OR EMERGENCY FUND.**

The Association may create and maintain an improvements or emergency fund to cover costs for special projects or emergencies that were not included in planned annual maintenance budgets. The fund will be generated from excess money available in the maintenance budget at the end of a fiscal year, i.e., December 31<sup>st</sup>. The fund shall not exceed 25% of the previous years' annual planned budget. Once this amount is available in the fund, any excess money remaining at the end of subsequent fiscal years will be carried over to the following years' annual maintenance expense budget. The use of this fund to pay the cost for improvements or special projects will require the approval of a majority of members. These items would be defined as significant improvements or additions, that is, not routine maintenance items. Emergencies would include items that are required to be completed based on unknowns, for example, a government order due to a change in law. The use of this fund to pay the cost of emergency items would require approval of the board of directors.

**ARTICLE VIII**

**EASEMENTS AND UTILITIES**

**SECTION 8.1.**      **TITLE TO UTILITY LINES.** The title conveyed to any Lot within the Subdivision shall be subject to easements affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary sewer lines, poles, pipes, conduits, or other appurtenances or facilities constructed by the Association or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to the Association and their successors assigns. The Owners of the respective Lots shall not be deemed separately to own pipes, wires, conduits, or other service lines running through their property that are used for or serve other Lots, but each Owner shall have an easement for such use of the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of his/her Lot.

**SECTION 8.2.**      **PRIVATE ACCESS EASEMENT.** The paving within the Private Access Easement shall be maintained by the Association as well as the landscaping within the Private Access Easement. All of the Owners of the Private Access Easement Lots shall have the right to use of said easement for ingress and egress to their Lots.

**SECTION 8.3.**      **EMERGENCY AND SERVICE VEHICLES.** An easement is granted to police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter the public street right-of-ways, driveways, and Private Access Easement in the performance of their duties.

**SECTION 8.4. ASSOCIATION EASEMENTS.** The Association, its agents, servants and employees shall have all other such easements as specifically referenced throughout this Declaration.

**ARTICLE IX  
ELECTRICAL SERVICE**

**SECTION 9.1. UNDERGROUND ELECTRICAL DISTRIBUTION.** It is contemplated that the Association will enter into an agreement for the underground electric distribution system in the Subdivision. The Owner of each Lot shall, at his/her own cost, maintain his/her Dwelling Unit in accordance with any such agreement. For so long as underground service is maintained in the Subdivision, the electric service to each Dwelling Unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60cycle, alternating current.

**ARTICLE X  
INSURANCE**

**SECTION 10.1. GENERAL PROVISIONS.** The Board shall obtain general liability insurance and Directors, and Officers liability insurance for the Association in such amounts determined by the Board. The Board may also obtain such other insurance, as it deems necessary for the Association. The premiums for such insurance shall be an expense of the Association, which shall be paid out of the Maintenance Fund.

**SECTION 10.2. INDIVIDUAL INSURANCE.** Each Owner shall be responsible for insuring his/her Lot and his/her Dwelling Units, its contents and furnishings. Each Owner, at his/her own cost and expense, shall be responsible for insuring the liability of such Owner.

**ARTICLE XI**

**AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS.**

**SECTION 11.1. AMENDMENT BY OWNERS.** The terms of this Declaration may be amended at any time by an instrument signed by the Owners of least two-thirds (2/3) of the Lots within the Subdivision. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Deed Records of Fort Bend County, Texas.

**SECTION 11.2. DURATION.** This Declaration shall remain in full force and effect until April 15, 2030, and shall be extended automatically thereafter for successive ten (10) year period; provided, however, that this Declaration may be amended at any time, as set forth in Section 11.1.

**ARTICLE XII**

## MISCELLANEOUS

**SECTION 12.1. SEVERABILITY.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

**SECTION 12.2. NUMBER AND GENDER.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

**SECTION 12.3. DELAY IN ENFORCEMENT.** No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

**SECTION 12.4. ENFORCEABILITY.** This Declaration shall run with the Subdivision and shall be binding and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration. The Board has the power to determine what violations of this Declaration are violations that affect the Association or the Subdivision and should be pursued by the Association and which violations are neighbor to neighbor disputes and should be resolved between Owners or residents of Lots.

**SECTION 12.5. REMEDIES.** In the event any Person shall violate or attempt to violate any of the provisions of this Declaration, the Association, each Owner of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

**SECTION 12.6. RIGHT OF ENTRY: ENFORCEMENT BY SELF HELP.** The Association shall have the right, but not the obligation, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any Lot, including any improvements location thereon, for emergency, maintenance, or repair which right may be exercised by the Association's Board, Officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after no less than ten (10) days notice to the Owner or occupant of the Lot or Improvements. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any improvements or any portion of a Lot to abate or remove, using such force as reasonably may be necessary, any Improvement to Property, other structure,

or thing or condition that violates this Declaration, The By-Laws, the Rules and Regulations, or any restrictions. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self help, including reasonable attorney's fees actually incurred, should be assessed against the violating Owner and shall be collected as provided for herein for the collection of the Assessments. All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgement of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to a Reimbursement Assessment) shall be borne by the Maintenance Fund of the Association.

**SECTION 12.7. VIOLATION OF LAW.** Any violation of any Federal, State, Municipal, or Local Law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any property within the Subdivision hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

**SECTION 12.8. REMEDIES CUMULATIVE.** Each remedy provided under this Declaration is cumulative and not exclusive.

**SECTION 12.9. VACATING OF PLAT OR CORRECTION OF PLAT BY OWNER.** No provision of this Declaration shall preclude the Owners of Lots in the Subdivision from vacating a plat or filing a replat to correct any error in the original platting or replatting of such Lots in the Subdivision, or from otherwise recording a partial replat, provided that such vacating or replatting is done in accordance with applicable Texas statutes.

**SECTION 12.10. LIMITATION ON LIABILITY.** Neither the Association, the Board, the Architectural Review Committee, or any Officer, agent, or employee of any of the same acting within the scope of their respective duties described in this Declaration shall be liable to any person for any reason or for any failure to act if the action or failure to act was in good faith and without malice.

**SECTION 12.11. CAPTIONS FOR CONVENIENCE.** The titles, headings, captions, article and section numbers used in this Declaration are intended solely for the convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

**SECTION 12.12. GOVERNING LAW.** This Declaration shall be construed and governed under the laws of the State of Texas.

### **ARTICLE XIII** **PROPERTY RIGHTS IN COMMON AREA**

**SECTION 13.1. CONVEYANCES TO THE ASSOCIATION.** Although Declarant may retain the legal title to easements or fee simple parcels designated as Common Area, or portions thereof, until Declarant conveys legal title to the last Lot in the Subdivision, Declarant, at any

time after the date hereof, may convey legal title to all or a portion of such Common Area to the Association. The Association shall be obligated to accept title to, operate and maintain the Common Area conveyed to the Association as elsewhere provided in this Declaration. Declarant hereby covenants that the Common Area or portions thereof that it may convey to the Association shall be free and clear of all liens and encumbrances (other than the lien for property taxes and Assessments not then due and payable) but such conveyance shall be subject to the terms of the declaration and easements, covenants, conditions, restrictions and equitable servitudes, or other encumbrances of record as of the date hereof or hereafter placed of record that do not materially adversely affect the use and enjoyment of the Common Area by the Association or Owners.

**SECTION 13.2. RIGHTS OF MEMBERS.** Every Member of the Association shall have a beneficial interest of nonexclusive use and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions. (1) The right of the Association to publish Rules and Regulations governing the use of the Common Area and to establish penalties for infractions thereof; (2) The right of the Association to enter into and execute contracts with any party for the purpose of providing maintenance or other materials or services consistent with the purpose of the Association and this Declaration.

**ACKNOWLEDGMENT IN FAVOR OF ADOPTION OF  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF ESTATES OF SILVER RIDGE**

\_\_\_\_\_, Owner(s) of Lot \_\_\_\_\_, Block \_\_\_\_\_ of Estates of Silver Ridge, a subdivision in Fort Bend County, Texas, more commonly referred to as (address): \_\_\_\_\_, Missouri City, Texas 77459, do hereby sign this Acknowledgment indicating my/our assent and support in favor of adoption of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Estates of Silver Ridge.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_



**ACKNOWLEDGMENT IN FAVOR OF ADOPTION OF  
THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF ESTATES OF SILVER RIDGE**

**(Pertaining to Definition of "Association")**

\_\_\_\_\_, Owner(s) of Lot \_\_\_\_\_, Block \_\_\_\_\_ of Estates of Silver Ridge, a subdivision in Fort Bend County, Texas, more commonly referred to as (address): \_\_\_\_\_, Missouri City, Texas 77459, do hereby sign this Acknowledgment indicating my/our assent and support in favor of adoption of the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Estates of Silver Ridge.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ACKNOWLEDGMENT IN FAVOR OF ADOPTION OF  
THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF ESTATES OF SILVER RIDGE**

(Pertaining to Definition of "Association")

Malankara Orthodox Syrian Church, Owner(s) of Lot  
35, Block 2 of Estates of Silver Ridge, a subdivision in Fort Bend County, Texas, more commonly  
referred to as (address): 3703 Chesterdale Drive, Missouri City, Texas 77459,  
do hereby sign this Acknowledgment indicating my/our assent and support in favor of adoption of the Third  
Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Estates of Silver Ridge.



Printed Name: Alexios Mar Eusebius

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ACKNOWLEDGMENT IN FAVOR OF ADOPTION OF  
THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF ESTATES OF SILVER RIDGE**

(Pertaining to Definition of "Association")

Poozhikabil George, Owner(s) of Lot  
21, Block 1 of Estates of Silver Ridge, a subdivision in Fort Bend County, Texas, more commonly  
referred to as (address): 4434 Ane Landing Drive, Missouri City, Texas 77459,  
do hereby sign this Acknowledgment indicating my/our assent and support in favor of adoption of the Third  
Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Estates of Silver Ridge.



Printed Name: P. J. George

Printed Name: \_\_\_\_\_

**EFFECTIVE ON THE DATE OF RECORDING  
CERTIFICATION**

“I, the undersigned, being the President of the Estates of Silver Ridge Neighborhood Association, Inc., hereby certify that the foregoing amended and restated Declaration was approved by the consent of persons owning more than 2/3rds of the Lots in the Subdivision.”

\_\_\_\_\_, Association President

\_\_\_\_\_, Print Name      Date: \_\_\_\_\_

STATE OF TEXAS                    §  
   §  
COUNTY OF FORT BEND        §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of the Estates of Silver Ridge Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and with the authority expressed therein.

SWORN BEFORE ME on this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

After Recording Return To:  
HOLT & YOUNG, P.C.  
98921 Katy Freeway # 358  
Houston, Texas 77024